

OFFICE SCHEDULE

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**Certificate of Receipt
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Katherine Cece

Land Registrar / Registrateur. Simcoe #51 Barrie

DECLARATION

**CONDOMINIUM
ACT, 1998**

SIMCOE STANDARD CONDOMINIUM PLAN NO 428

NEW PROPERTY IDENTIFIER'S BLOCK 59428

RECENTLY : 58763-1662

DECLARANT : PRATT HANSEN GROUP INC.

**SOLICITOR : Andrew Ain
AIN WHITEHEAD**

**ADDRESS: 27 Clapperton Street, Suite 100A
Barrie, ON L4M 3E6**

PHONE: 705-725-8171

FAX: 705-725-9373

No. OF UNITS 220

FEES : 73.90 + 1100 = 1173.90

THIS DECLARATION (hereinafter called the "**Declaration**") is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, C.19, and any amendments thereto, and the regulations made thereunder, (all of which are hereinafter collectively referred to as the "**Act**") by:

PRATT HANSEN GROUP INC.

(hereinafter called the "**Declarant**")

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Barrie, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands are sometimes referred to as the "**Lands**" or the "**Property**";
- B. The Declarant has constructed two (2) buildings upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. INTRODUCTORY

1.1. Definitions

- a. "**ADR**" shall mean alternate dispute resolution as described under this Declaration;
- b. "**Board**" means the Corporation's board of directors;
- c. "**By-law(s)**" means the by-law(s) of the Corporation enacted from time to time;
- d. "**Common Elements**" means all the Property except the Units;
- e. "**Common Expenses**" means the expenses related to the performance of the objects and duties of the Corporation and all expenses specified as common expenses in the Act or in this Declaration;
- f. "**Corporation**" means the condominium corporation created by the registration of the Declaration;
- g. "**Owner**" means the owner or owners of the freehold estate(s) in a Unit, but does not include mortgagee unless in possession;
- h. "**Parking Unit(s)**" means Units 1-84 inclusive on Level A, and Units 25-64 inclusive on Level 1;
- i. "**Residential Unit(s)**" means Units 1-24 inclusive on Level 1, Units 1-24 inclusive on Level 2, Units 1-24 inclusive on Level 3, and Units 1-24 inclusive on Level 4;
- j. "**Rules**" means the rules passed by the Board in accordance with the provisions of the Act;
- k. "**Unit(s)**" means Residential Unit(s) or Parking Unit(s).

1.2. Act Governs the Land

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

1.3. Standard Condominium

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

1.4. Consent of Encumbrances

The consent of every person having a registered mortgage against the Lands is contained in Schedule "B" of this Declaration.

1.5. Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces and survey monuments mentioned in the boundaries of Units set forth in Schedule "C" of this Declaration.

1.6. Common Interest and Common Expenses

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7. Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's address for service shall be c/o Bayshore Property Management, P.O. Box 606, Barrie, Ontario L4M 4V1 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o Bayshore Property Management, P.O. Box 606, Barrie, Ontario L4M 4V1 or such other address as the Corporation may by resolution of the Board determine. The Corporation's municipal address 5 and 7 Greenwich Street, Barrie, Ontario.

1.8. Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

1.9. Architect/Engineer Certificates

The certificate(s) of the Declarant's architect(s) and/or engineer(s) confirming that all buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

2. COMMON EXPENSES

2.1. Specification of Common Expenses

The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) Common Expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto.

2.2. Payment of Common Expenses

Each Owner shall pay to the Corporation his/her proportionate share of all Common Expenses and the assessment and collection of contributions towards Common Expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of the Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by members of his/her family and/or their respective tenants, invitees or licensees shall be borne

and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

2.3. Reserve Fund

- a. The Corporation shall establish and maintain one or more Reserve Funds and shall collect from the Owners as part of their contribution towards Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act.
- b. No part of any Reserve Fund shall be used except for the purpose for which the fund was established. The Reserve Fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

2.4. Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

3. COMMON ELEMENTS

3.1. Use of Common Elements

Subject to the provisions of the Act, this Declaration, the By-laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.

However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on, within any Unit or upon any portion of the Common Elements that:

- a. will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- b. is likely to damage the Property, injure any person, or impair the structural integrity of any Unit or the Common Elements;
- c. will reasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- d. may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-laws and/or the Rules.

3.2. Exclusive Use Common Elements

Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of the Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s).

3.3. Restricted Access

- a. Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated from the Board, from time to time; and
- b. This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4. Visitor Parking

Twenty One (21) visitors' parking spaces are provided on the exterior of the buildings. These visitor's spaces may not be leased, sub-leased by an Owner to any other person or otherwise assigned. Notwithstanding the foregoing, the Corporation has authority to lease the visitor parking spaces, as determined and approved by the board of directors, to the owners and/or tenants of the owners. These visitor parking spaces shall be maintained by the Corporation, and shall be used by visitors to the Corporation for the parking of their motor vehicles and shall not be used by Unit Owners for any other purpose whatsoever. Each visitor parking space shall be individually designated as parking by means of clearly visible signs. Provided that the Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the visitor parking area until such time as all Units in the Condominium have been sold and conveyed by the Declarant.

3.5. Modification of Common Elements, Assets and Services

a. General Prohibition

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

b. Non-Substantial Additions and Improvements by the Corporation

The Corporation may make non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

c. Substantial Additions, Alterations and Improvements by the Corporation

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the

Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

3.6. Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- a. the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any unsold Units;
- b. the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for use of the space(s) so occupied, nor for any utility services (or other customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing / sales / construction / customer-service office(s) and said model suites; and
- c. the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant and its authorized agents, representatives and/or invitees over the Common Elements;

until such time as all of the Units have been transferred by the Declarant.

3.7. Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Section 3 of this Declaration are permitted to be on or about the Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash or caged at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a nuisance is permitted to be on or about the Common Elements.

4. **UNITS**

4.1. General Use

The occupation and use of the Residential Units shall be in accordance with the following restrictions and stipulations:

- a. No Residential Unit shall be occupied or used by an Owner or anyone else, in such a manner as likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use and enjoyment by other Owners of the Common Elements or their respective Residential Units, or that may result in the cancellation or threat of cancellation of any insurance policy

referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by the Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Residential Unit, other than the Declarant (except as contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law without limitation) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of the Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his/her next monthly contribution towards Common Expenses after receipt of a notice from the Corporation, all increases in premiums with respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and are recoverable as such.

- b. The Owner shall comply, and shall require all member of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his/her Residential Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-laws and the Rules.
- c. No change shall be made in the colour of any exterior glass, window, door or screen of any Residential Unit, except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building.
- d. No exterior aerial or antenna shall be placed anywhere on the Property, including the Units and Common Elements

4.2. Residential Units

- a. Each Residential Unit shall be occupied and used in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Residential Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Residential Unit, until all Residential Units have been conveyed by the Declarant, or its related companies.
- b. No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any unit, except for signs marketing the project by the Declarant and/or its related companies.
- c. No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies or other small

caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Residential Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Residential Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Residential Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation, shall be permitted in any Residential Unit.

- d. In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Residential Unit and that such noise, odour or offensive action is an annoyance and/or nuisance and/or disruptive (regardless of whether the Residential Unit is adjacent to or wherever situated in relation to the offending Residential Unit), then the Owner of such Residential Unit shall at his/her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Residential Unit fails to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his/her own client basis.
- e. No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in his/her Residential Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
- f. No portable or window air conditioner shall be placed or installed on the outside of window sills or projections.
- g. No Owner shall make any structural change, renovation, alteration or addition to his/her Residential Unit area without the prior written consent of the Board, which consent shall not be unreasonably or arbitrarily withheld. When requesting such consent, the Owner shall provide to the Board a copy of the plans relating to the proposed structural change, renovation, alteration or addition and such other information as may be required by the Board. The Board, or its authorized agent, shall review such plans and information for the purpose of confirming, in its sole and absolute discretion, the proposed structural change, renovation, alteration or addition will not:
 - i Adversely affect the structural integrity of the Unit or any other Unit;
 - ii Detract from the use or enjoyment by an Owner or occupant of any other Unit;
 - iii Negatively impact the aesthetic appearance of the building;
 - iv Increase the insurance premiums relating to any policy of insurance maintained by the Corporation;
 - v Obstruct access to any utility easements or public services;
 - vi Encroach on the Common Elements or any other Unit;
 - vii Offend any provisions of any municipal or zoning by-law or restriction.
- h. The Owners of each Unit shall have the right to access the adjoining Unit, upon reasonable notice, in order to maintain and repair their Unit as necessary, from time to time.

4.3. Occupation and Use of Parking Units

Each Parking Unit shall be occupied and used only as a private parking space and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Parking Units shall be restricted to a private passenger automobile, station wagon, mini-van, SUV, or truck not exceeding 2.0 metres in height. Each Owner of a Parking Unit shall maintain the Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of Parking Units. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Unit which right shall continue until such time as all Residential Units have been sold or conveyed. The Corporation, its authorized agents, representatives and invitees shall have the right of ingress and egress over the Parking Units for the purposes of accessing mechanical, utility and service rooms or any conduit accessible by way of the Parking Unit(s).

4.4. Restrictions on Parking Units

Save and except for Parking Units owned by the Declarant, which may be sold, leased, charged, assigned, transferred or encumbered as the Declarant (or its successors or assigns) may in its absolute, sole and unfettered discretion determine, the ownership, sale, leasing, charging, assignment transfer or other conveyance or encumbrance of any Parking Unit, shall be subject to the following restrictions and limitation:

- i. No one shall retain ownership of any Parking Unit after he has sold or conveyed title to his Residential Unit;
- ii. any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant or to the Corporation or to any other owner of a Residential Unit;
- iii. any lease of any Parking Unit shall be made only to the Declarant, the Corporation or to any other owner or tenant of a Residential Unit.

Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit in contravention of any of the foregoing shall be automatically null and void and of no force and effect whatsoever and any lease of any Parking Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions.

4.5. Leasing of Units

Notification of Lease

- a. Where an Owner leases a Unit, the Owner shall within thirty (30) days of entering into a lease or renewal thereof:
 - i. notify the Corporation that the Unit is leased;
 - ii. provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with the form prescribed by Section 40 of Regulation 49/01;
 - iii. provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation;
- b. If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.

- c. No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation.
- d. An Owner leasing a Unit shall not be relieved thereby from any obligations of the Owner with respect to the Unit, which shall be joint and several with any tenant.

5. MAINTENANCE AND REPAIRS

5.1. Repairs and Maintenance by Owner

- a. Each Owner shall maintain his/her Unit, and subject to the provisions of the Declaration, each Owner shall repair his/her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his/her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain and repair:
 - i any system, appliance or fixture that serves his own Unit including the heating, air conditioning (if applicable), ventilation and electrical systems and equipment, including thermostatic controls and fan motors contained within and servicing his or her Unit only, such maintenance to include regularly scheduled inspections of all such equipment including the cleaning and replacement of air-filters;
 - ii plumbing systems, toilets, bathtubs, sinks, tiles, shower pans, ceiling and exhaust fans and fan motors, and other fixtures;
 - iii all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television, telephone, water, storm and sanitary sewers to the main line tee and which are located within the boundaries of and service only the Unit;
 - iv all windows, screens, and doors;
 - v all interior and exterior light fixtures.
- b. The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make and that he/she does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and/or repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such costs shall bear interest at the rate of eighteen (18%) percent per annum calculated monthly, until paid by the Owner. The Corporation may collect all such costs in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the Common Expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

5.2. Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and the Common Elements, which is caused by the failure of the Owner to maintain and repair his/her Unit and such parts of the Common Elements for which he is responsible or caused by the negligence or willful misconduct of the Owner, his/her tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

5.3. Repair and Maintenance by the Corporation

The Corporation shall maintain and repair the Common Elements at its own expense. However, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to paragraph 5.1 above.

6. **INDEMINIFICATION**

6.1. Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family, guests, visitors or tenants to or with respect to Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments to be made by an Owner pursuant to this Section shall be deemed to be additional contributions towards Common Expenses payable by such Owner and shall be recoverable as such.

7. **INSURANCE**

7.1. By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

a. "All Risk" Insurance

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- i The Property and building, but excluding improvements made or acquired by an Owner; and
- ii All assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

In an amount equal to the full replacement cost of such real and personal property, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an Owner, tenant or other person residing in the Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Owner's Unit, or to any other Unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then

the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the Common Expenses payable in respect of such Owner's Unit.

b. Policy Provisions

Every policy of insurance shall insure the interests of the Corporation and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement) and shall contain the following provisions:

- i waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees, or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- ii such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
- iii waivers of insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- iv waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- v waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

c. Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

d. Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2. General Provisions

- a. The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle and claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided,

however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;

- b. Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2 (b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- c. A certificate of memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation.
- d. No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- e. Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Section 8; and
- f. Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement costs of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3. By the Owner

- a. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's expense:
 - i. Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs, by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;

- ii Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
 - iii Insurance covering the deductible on the Corporation's master insurance policy for which an Owner may be responsible.
- b. Owners are recommended to obtain, although it is not mandatory, insurance covering:
- i additional living expenses incurred by an Owner if forced to leave his or her Unit by one of the hazards protected against under the Corporation's policy;
 - ii special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

7.4. Indemnity Insurance for Directors and Officers of the Corporation

The Corporation shall obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expenses incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

8. **INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

- 8.1. The Corporation may enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
- a. the receipt by the Insurance Trustee of any proceeds on insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
 - b. the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
 - c. the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
 - d. the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by By-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

8.2. In the event that:

- a. the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the

Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;

- b. there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- c. the Board, in accordance with the provisions of the Act, determines that:
 - i. there has been substantial damage to twenty-five (25%) percent of the building; or
 - ii. there has been substantial damage to twenty-five (25%) percent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) percent of the Units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and Owners whose Units have been damaged as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

9. DUTIES OF THE CORPORATION

- 9.1. In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:
- a. To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services to be provided to the Property so that the same are fully functional and operable during normal or customary hours of use.
 - b. To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the condominium.
 - c. To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements of this Condominium for its marketing/sale/construction programs in connection with the condominium, as more particularly set out in the foregoing provisions of this Declaration.
 - d. To ensure that no actions or steps are taken by or on behalf of the Corporation, or by a Unit Owner, or their respective tenants or invitees

which would prohibit, limit or restrict the access to, egress from and/or use of any easement enjoyed by the condominium and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration.

- e. To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Barrie or other Governmental Authorities relating thereto, if so required by the City of Barrie or other Governmental Authorities).
- f. When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act* R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act* R.S.O. 1990, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of Section 44 of the Act and Section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - i permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
 - ii permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so the same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11th month following the registration of this Declaration and the corresponding completion of the Performance Audit and concomitant submission of the Performance Auditor's report to the Board and the Tarion Warranty Corporation pursuant to section 44(9) of the Act;

- g. To take all reasonable steps to collect from each Unit owner his/her proportionate share of the Common Expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of Common Expenses.
- h. To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of

their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.

- i. To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

10. GENERAL MATTERS AND ADMINISTRATION

10.1. Right of Entry to the Unit

- a. The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- b. In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- c. If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- d. The Corporation shall retain a master key to all locks, controlling entry into each residential Building. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his/her Residential Unit (nor any doors within said Residential Unit), without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- e. The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

10.2. Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

10.3. Waiver

The failure to take action to enforce any provision contained in this Act, this Declaration, the By-laws or any other rules and regulations of the Corporation, irrespective of the number of violations or breaches which may occur, shall not

constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

10.4. Interpretation of Declaration

This Declaration shall be read with all changes of number and gender required by the context.

10.5. Headings

The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officer duly authorized in that behalf.

DATED at Barrie, this 9th day of June, 2017.

PRATT HANSEN GROUP INC.

Per: 

Name: Karen Hansen

Title: President

I have authority to bind the Corporation

SCHEDULE "A"


All that portion of land and premises situate, lying and being in the City of Barrie, in the County of Simcoe, being composed of Block 44 on Plan 51M1089, subject to an easement in gross as in SC1158662; subject to an easement in gross over Pt Blk 44, Plan 51M1089, being Part 8 on Plan 51R40536 as in SC1323752; subject to an easement as in SC1329621;

Being all of P.I.N. 58763-1662 (LT).

In my opinion, based on the Property Identifier Numbers and the plans and documents recorded therein, the legal description is correct, the easements will exist in law upon the Registration of the Declaration and Description and the Declarant is the registered owner of the lands.

Ain Whitehead LLP
Barristers & Solicitors

Dated: June 9th, 2017

Per: 

Andrew D. Ain

SCHEDULE "B"

CONSENT

(under clause 7(2)(b) of the *Condominium Act, 1998*)

1. We, The Toronto-Dominion Bank, have a registered mortgage within the meaning of clause 7(2)(b) of *Condominium Act, 1998* registered as Number SC1164202 in the Land Registry Office for the Land Titles Division of Simcoe (No. 51).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 6th day of June, 2017

THE TORONTO-DOMINION BANK

Per: 
Name: SANDRA SANTOS
Title: COMMERCIAL OPERATION LEADER
COMMERCIAL REAL ESTATE GROUP
I/WE HAVE AUTHORITY TO
BIND THE CORPORATION

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit and Parking Unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheet 1 of the Description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Unit are as follows:

1. BOUNDARIES OF THE RESIDENTIAL UNITS
(being Units 1-24 inclusive on Level 1, Units 1-24 inclusive on Level 2, Units 1-24 inclusive on Level 3 and Units 1-24 inclusive on Level 4)
 - a) Each Residential Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab on level 1 and the upper surface and plane of the concrete floor layer on levels 2, 3 and 4.
 - ii) the backside surface and plane and the production thereof of the ceiling drywall sheathing.
 - b) Each Residential Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating one unit from another unit or from the common elements.
 - ii) the unfinished inner surface of window frames, exterior doors and door frames and the inner surface of all glass panels therein (said doors and windows being in the closed position).
 - iii) in the vicinity of ducts, pipe spaces and conduit spaces, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe space and conduit spaces.
2. BOUNDARIES OF THE PARKING UNITS – UNDERGROUND
(being units 1-84 inclusive on Level A)
 - a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab.
 - ii) the plane established 2.00 metres perpendicularly distant above and parallel to the concrete garage floor slab.
 - b) Each Parking Unit is bounded horizontally by one or a combination of:
 - i) the vertical plane established by measurement.
 - ii) the face and plane of the concrete/concrete block wall.
 - iii) the vertical plane established by measurement and perpendicular to the concrete/concrete block wall.
 - iv) the vertical plane established by the centreline of columns or walls and/or the production thereof.

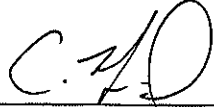
3. BOUNDARIES OF THE PARKING UNITS – ABOVEGROUND
(being Units 25-64 inclusive on Level 1)

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the asphalt paving.

- b) Each Parking Unit is bounded horizontally by:
 - i) the vertical plane established by monuments and measurement.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheet 1 of the Description.

May 3, 2017
Dated



C. A. MacDonald
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

SCHEDULE "D"

Percentage Interest in Common Elements by Unit and Level Number and Percentage Contribution to Common Expenses by Unit and Level Number.

<u>Level</u>	<u>Unit No.</u>	<u>Percentage of Interest in Common Elements</u>	<u>Percentage of Interest in Common Expenses</u>
A	1	0.0905309481%	0.0905309481%
A	2	0.0905309502%	0.0905309502%
A	3	0.0905309502%	0.0905309502%
A	4	0.0905309502%	0.0905309502%
A	5	0.0905309502%	0.0905309502%
A	6	0.0905309502%	0.0905309502%
A	7	0.0905309502%	0.0905309502%
A	8	0.0905309502%	0.0905309502%
A	9	0.0905309502%	0.0905309502%
A	10	0.0905309502%	0.0905309502%
A	11	0.0905309502%	0.0905309502%
A	12	0.0905309502%	0.0905309502%
A	13	0.0905309502%	0.0905309502%
A	14	0.0905309502%	0.0905309502%
A	15	0.0905309502%	0.0905309502%
A	16	0.0905309502%	0.0905309502%
A	17	0.0905309502%	0.0905309502%
A	18	0.0905309502%	0.0905309502%
A	19	0.0905309502%	0.0905309502%
A	20	0.0905309502%	0.0905309502%
A	21	0.0905309502%	0.0905309502%
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A	40	0.0905309502%	0.0905309502%
A	41	0.0905309502%	0.0905309502%
A	42	0.0905309515%	0.0905309515%
A	43	0.0905309502%	0.0905309502%
A	44	0.0905309502%	0.0905309502%
A	45	0.0905309502%	0.0905309502%
A	46	0.0905309502%	0.0905309502%
A	47	0.0905309502%	0.0905309502%
A	48	0.0905309502%	0.0905309502%
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A	81	0.0905309502%	0.0905309502%
A	82	0.0905309502%	0.0905309502%
A	83	0.0905309502%	0.0905309502%
A	84	0.0905309502%	0.0905309502%
1	1	1.1905760402%	1.1905760402%
1	2	1.1905760402%	1.1905760402%
1	3	0.7320370719%	0.7320370719%
1	4	0.9154526592%	0.9154526592%
1	5	0.7320370719%	0.7320370719%
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1	8	0.9154526592%	0.9154526592%
1	9	0.7320370719%	0.7320370719%
1	10	0.6660984104%	0.6660984104%
1	11	1.1905760402%	1.1905760402%
1	12	1.1905760402%	1.1905760402%
1	13	1.1970941148%	1.1970941148%
1	14	1.1970941148%	1.1970941148%
1	15	0.7385551465%	0.7385551465%
1	16	0.9219707338%	0.9219707338%
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1	19	0.7385551465%	0.7385551465%
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1	21	0.7385551465%	0.7385551465%
1	22	0.6727680681%	0.6727680681%
1	23	1.1970941148%	1.1970941148%
1	24	1.1970941148%	1.1970941148%
1	25	0.0264417133%	0.0264417133%
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2	8	0.9154526592%	0.9154526592%
2	9	0.7320370719%	0.7320370719%
2	10	0.6660984104%	0.6660984104%
2	11	1.1905760402%	1.1905760402%
2	12	1.1905760402%	1.1905760402%
2	13	1.1970941148%	1.1970941148%
2	14	1.1970941148%	1.1970941148%
2	15	0.7385551465%	0.7385551465%
2	16	0.9219707338%	0.9219707338%
2	17	0.9219707338%	0.9219707338%
2	18	0.9219707338%	0.9219707338%
2	19	0.9219707338%	0.9219707338%
2	20	0.9219707338%	0.9219707338%
2	21	0.7385551465%	0.7385551465%
2	22	0.6727680681%	0.6727680681%
2	23	1.1970941148%	1.1970941148%
2	24	1.1970941148%	1.1970941148%
3	1	1.1905760402%	1.1905760402%
3	2	1.1905760402%	1.1905760402%
3	3	0.7320370719%	0.7320370719%
3	4	0.9154526592%	0.9154526592%
3	5	0.9154526592%	0.9154526592%

3	6	0.9154526592%	0.9154526592%
3	7	0.9154526592%	0.9154526592%
3	8	0.9154526592%	0.9154526592%
3	9	0.7320370719%	0.7320370719%
3	10	0.6660984104%	0.6660984104%
3	11	1.1905760402%	1.1905760402%
3	12	1.1905760402%	1.1905760402%
3	13	1.1970941148%	1.1970941148%
3	14	1.1970941148%	1.1970941148%
3	15	0.7385551465%	0.7385551465%
3	16	0.9219707338%	0.9219707338%
3	17	0.9219707338%	0.9219707338%
3	18	0.9219707338%	0.9219707338%
3	19	0.9219707338%	0.9219707338%
3	20	0.9219707338%	0.9219707338%
3	21	0.7385551465%	0.7385551465%
3	22	0.6727680681%	0.6727680681%
3	23	1.1970941148%	1.1970941148%
3	24	1.1970941148%	1.1970941148%
4	1	1.1905760402%	1.1905760402%
4	2	1.1905760402%	1.1905760402%
4	3	0.7320370719%	0.7320370719%
4	4	0.9154526592%	0.9154526592%
4	5	0.9154526592%	0.9154526592%
4	6	0.9154526592%	0.9154526592%
4	7	0.9154526592%	0.9154526592%
4	8	0.9154526592%	0.9154526592%
4	9	0.7320370719%	0.7320370719%
4	10	0.6660984104%	0.6660984104%
4	11	1.1905760402%	1.1905760402%
4	12	1.1905760402%	1.1905760402%
4	13	1.1970941148%	1.1970941148%
4	14	1.1970941148%	1.1970941148%
4	15	0.7385551465%	0.7385551465%
4	16	0.9219707338%	0.9219707338%
4	17	0.9219707338%	0.9219707338%
4	18	0.9219707338%	0.9219707338%
4	19	0.9219707338%	0.9219707338%
4	20	0.9219707338%	0.9219707338%
4	21	0.7385551465%	0.7385551465%
4	22	0.6727680681%	0.6727680681%
4	23	1.1970941148%	1.1970941148%
4	24	1.1970941148%	1.1970941148%

100.0000000000%

100.0000000000%

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- a. All sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- b. All sums of money properly paid by the Corporation on account on any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i. Insurance premiums;
 - ii. Water, sewage and electricity respecting Common Elements;
 - iii. Maintenance materials, tools and supplies;
 - iv. Snow removal and landscaping from all common element roadways as well as landscaping of common elements;
 - v. Fuel, including gas, oil and hydro electricity unless metered or check metered separately for a Unit;
 - vi. Water supply for Residential Units
- c. All sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- d. All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- e. All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- f. The cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- g. The cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- h. The fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- i. The cost of maintaining fidelity bonds as provided by by-law;
- j. All sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.

SCHEDULE "F"

EXCLUSIVE USE COMMON ELEMENTS

Each Residential Unit of owners on Levels 1-4 shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-laws and Rules and regulations passed pursuant thereto, of a balcony(s) accessed from the inside of the respective unit.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER

(under clause 8(1)(e) of the *Condominium Act, 1998*)

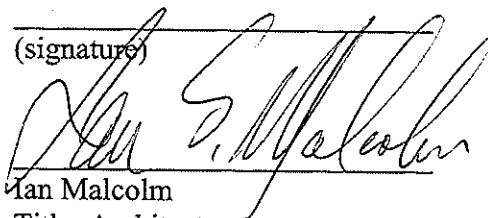
I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act, 1998* with respect to the following matters:

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the constructions documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the Common Elements, excluding interior structural walls and columns in a Unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
5. All elevating devices as defined in the *Elevating Devices Act*, are licensed under that act if it requires a license, except for the elevating devices contained wholly in a Unit and designed for use only within the Unit.
6. All installations with respect to the provision of water and sewage services are in place.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
9. All installations with respect to the provision of electricity are in place.
10. There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the Units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 1st day of June, 2017

(signature)



Ian Malcolm

Title: Architect